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October 16, 2015

Ms. Jocelyn Boyd
Chief Clerk
Public Service Commission of SC
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: First Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, LLC d/b/a AT&T South Carolina and Birch Communications, Inc., and Birch Telecom of the South, Inc., pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 Docket No. 2000-495-C

Dear Ms. Boyd:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, BellSouth Telecommunications, LLC, d/b/a AT&T South Carolina ("AT&T") and Birch Communications, Inc., and Birch Telecom of the South, Inc., ("Birch") submit to the South Carolina Public Service Commission the First amendment to their Interconnection Agreement for, among other things, the interconnection of their networks, the unbundling of specific network elements and the resale of AT&T's telecommunications services. The agreement was negotiated pursuant to Sections 251 and 252 of the Act and also may contain terms and conditions for products and services voluntarily agreed to by the parties outside the scope of Sections 251 and 252 of the Act.

Pursuant to Section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated amendment between AT&T and Birch within 90 days of its submission. The Commission may only reject such an amendment if it finds that the amendment or any portion of the amendment discriminates against a telecommunications carrier not a party to the amendment or the implementation of the amendment or any portion of the amendment is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the amendment they have negotiated and that the Commission should approve their amendment.

As a courtesy, a copy of this amendment is being provided to the Office of Regulatory Staff.

Sincerely,

Marti Sawzak
Assistant to Patrick W. Turner
General Attorney – AT&T South Carolina

cc: James E. McDaniel

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA,
AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA,
AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA
AND AT&T TENNESSEE

AND

BIRCH COMMUNICATIONS, INC. AND BIRCH TELECOM OF THE
SOUTH, INC.



Signature: eSigned - Gregory J. DarnellSignature: eSigned - William A. BockelmanName: eSigned - Gregory J. Darnell
(Print or Type)Name: eSigned - William A. Bockelman
(Print or Type)Title: Director
(Print or Type)Title: Director
(Print or Type)Date: 02 Oct 2015Date: 05 Oct 2015Birch Communications, Inc. and Birch Telecom
of the South, Inc.BellSouth Telecommunications, LLC d/b/a AT&T
ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T
KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI,
AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA
and AT&T TENNESSEE by AT&T Services, Inc., its
authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	7039,7096	2720,1897	2828,1897
FLORIDA	7039,7096	2720,1898	1898
GEORGIA	7039,7096	1986	4361,1986
KENTUCKY	7039,7096	2720,0393	2722,0393
LOUISIANA	7039,7096	1738	0947,1738
MISSISSIPPI	7039,7096	2720,5174	2720,5174
NORTH CAROLINA	7039,7096	2720,2435	3758,2435
SOUTH CAROLINA	7039,7096	2441	3094,2441
TENNESSEE	7039,7096	1739	3290,1739

Description	ACNA Code(s)
ACNA(s)	AXJ,VLK

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T
GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA,
AT&T SOUTH CAROLINA AND AT&T TENNESSEE
AND
BIRCH COMMUNICATIONS, INC. AND BIRCH TELECOM OF THE SOUTH, INC.**

The Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T") (previously referred to as "BellSouth Telecommunications, Inc.") and Birch Communications, Inc. (f/k/a Access Integrated Networks, Inc.), and its certificated operating affiliate, Birch Telecom of the South, Inc. is hereby amended as follows.

WHEREAS, AT&T, Access Integrated Networks, Inc. ("AIN/Birch") and Birch Telecom of the South, Inc. are the parties to that certain "Interconnection Agreement" dated May 30, 2008 (the "Agreement"); and

WHEREAS, AIN/Birch has changed its name to "Birch Communications, Inc.", and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T and Birch Communications, Inc. hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "Access Integrated Networks, Inc." to "Birch Communications, Inc."
2. AT&T shall reflect that name change from "Access Integrated Networks, Inc." to "Birch Communications, Inc." only for the main billing account (header card) for each of the accounts previously billed to AIN/Birch. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Birch Communications, Inc. affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by AIN/Birch with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, Birch Communications, Inc. shall operate with AT&T under the "Birch Communications, Inc." name for those accounts. Such operation shall include, by way of example only, submitting orders under Birch Communications, Inc., and labeling (including re-labeling) equipment and facilities with Birch Communications, Inc. Any change in Carrier's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only Carrier's name is changing, and no Carrier Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a Carrier Name Change under this Section. For any Carrier Name Change, Carrier is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. Carrier must submit the appropriate service request to AT&T-21STATE to update Carrier's name on all former AIN billing accounts (BANs), and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should Carrier desire to change its name on individual circuits and/or End User records, Carrier must submit the appropriate service request(s) to AT&T-21STATE to update Carrier's name on individual circuits and/or End User records, and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

5. In the event that Carrier consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party places orders under this Agreement using Carrier's company codes or identifiers, all such entities shall be jointly and severally liable for Carrier's obligations under this Agreement.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
8. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.